

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Invitation to Bid

Solicitation **JG3010**
Number:
08/27/02 @ 2:00 P.M.
Due Date:
August 7, 2002
Date Sent:

Goods and services to be purchased: **NEW CHAIN LINK FENCE - HUNTINGTON UT.**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

STATE OF UTAH
DIVISION OF PURCHASING
GENERAL SERVICES

Invitation to Bid

Solicitation Number: JG3010

Due Date: 08/27/02

Vendor Name:

Item#	Description	Unit Price	Extension
001	<p>Furnish and install approximately 2,800 lineal feet of new chain link fence with 2-30 foot wide sliding gates at the Huntington, Utah UDOT site per this description and the attached drawings and specifications.</p> <p>The scope of work includes excavation for posts, chain link fencing and gate, and concrete.</p> <p>It is highly recommended that potential bidders visit the site during the bidding period. Visits can be arranged through Mike Stuart, Station supervisor, phone number, (435) 687-9969.</p> <p>A 5% Bid Bond Will Be Required at the Time of Bid Submittal. And a 100% Performance/payment Bond Will Be Required of the Successful Bidder. Please Complete a Bond Statement and Submit along with Your Bid.</p> <p>Faxed Bids will not be accepted. This is a formal bid; therefore, you must submit your response in a sealed envelope with the bid number and due date referenced on the envelope.</p>	\$	\$

Questions regarding the specifications should be directed to William E. Juszczak, UDOT Facilities Manager, @ (801) 964-4522. *** All questions are required to be submitted one (1) week prior to the bid date.**

Questions regarding Bid Processing Procedures can be directed to Jared Gardner @ (801) 538-3342.

ref rx# 810/352-2

Ship To: UDOT SITE LOCATION AT APPROXIMATELY
615 EAST HIGHWAY 10
HUNTINGTON UTAH

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CODE	
SHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)	
<input type="checkbox"/> Small package/Ground <input type="checkbox"/> LTL(Less than truck load) <input type="checkbox"/> Truckload <input type="checkbox"/> Air <input type="checkbox"/> Other (Please specify)	
NMFC Class # _____	
NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the bidder lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. **MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33).

3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). **Three consecutive no responses will automatically result in removal.**

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. **BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.

6. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

7. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made.

Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

9. **AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

10. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are

bound by this provision.

revision date: 2/14/2000

STATE OF UTAH
DEPARTMENT OF TRANSPORTATION
FACILITIES MAINTENANCE

NEW CHAIN LINK FENCE
HUNTINGTON, UTAH
UDOT JOB NUMBER 81L34451

PROJECT DESCRIPTION

This project is to furnish and install approximately 2,800 lineal feet of new chain link fence with 2- 30 foot wide sliding gates at the Huntington, Utah UDOT site per this description and the attached drawings and specifications. The scope of work includes excavation for posts, chain link fencing and gate, and concrete.

It is recommended that potential bidders visit the site during the bidding period. Visits can be arranged through Mike Stuart, Station supervisor, phone number, (435) 687-9969. Questions during the bid period can be addressed to William E. Juszczak, UDOT Facilities Manager, phone number, (801) 964-4522. All questions are required to be submitted one week prior to the bid date.

STATE OF UTAH
DEPARTMENT OF TRANSPORTATION
FACILITIES MAINTENANCE

SPECIFICATION FOR NEW CHAIN LINK FENCE & GATES
HUNTINGTON, UTAH

31 July 2002

GENERAL SPECIFICATIONS

BID

BIDDER _____

Submit Utah *INVITATION TO BID* with all required information.

Submit copy of this specification with responses as indicated.

The contract will be awarded based upon a lump sum bid using the quantities shown and the unit prices provided by the bidder. Payment will be for actual quantities installed and the unit prices provided by the bidder. Owner to determine actual location of fence and gates.

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Chain Link Fence	<u>2,800 L.F.</u>	_____	_____
Rolling Gate	<u>2</u>	_____	_____

For the work shown on the Drawings, described in the Specifications and Contract Documents and as described herein, I/we agree to perform the all of the work indicated for the Levan, Utah Chain Link Fence for the sum of:

_____ Dollars(\$_____)

(In case of discrepancy, written amount shall govern)

TIME OF COMPLETION AND DELAY REMEDY

The project shall be substantially complete within thirty (30) calendar days after the date of the Notice to Proceed. Contractor agrees to pay liquidated damages in the amount of \$100 per day for each day after the expiration of the Contract Time until the Contractor achieves Substantial Completion.

PAYMENT

Payment will be made when the project is complete and approved by the Owner.

Specifications - Huntington Fence

For prompt payment, mail invoice to:

William E. Juszczak
Facilities Manager
UDOT Maintenance Division
Box 148250
Salt Lake City, Utah 84114-8250

BID BOND

A 5% bid bond or cashier's check must be included with the bid.

PERFORMANCE AND PAYMENT BOND

At the time of the execution of the contract, the contractor shall provide a performance and payment bond for 100% of the total purchase price of the contract guaranteeing performance, product and payment. (A cashiers check for the above amount may be substituted for the performance and payment bonds.)

WORKERS COMPENSATION

The contractor will be required to furnish proof that all employees involved in this project are covered by Workmen's Compensation. The State will not be liable for injuries incurred during this project.

INSURANCE

Before contract award, successful bidder must provide a certificate of insurance certifying that the contractor will provide and maintain a policy of insurance in which the Department of Transportation is named as an additional insured. Coverage shall be in the following amounts:

1. \$250,000 for bodily injury
2. \$500,000 for each accident occurrence
3. \$100,000 for property damage

If the contractor cannot obtain this insurance, the contractor shall provide a policy with a minimum coverage of \$1,000,000 in the aggregate.

The certificate must also state that no cancellation or decrease in coverage shall be made without giving the State at least 30 days prior written notice.

MATERIALS

Material furnished to the State of Utah shall be certified as new and must meet all current State and Federal applicable building codes and safety regulations.

Specifications - Huntington Fence

Bids shall include all materials and equipment necessary for complete finished construction.

Material to include post excavation, chain link fencing and gate , concrete and all materials and equipment necessary for complete finished construction.

WARRANTY

Contractor shall provide a general written one year warranty for the replacement of all defective materials, including labor that are used in this project.

LOCATION

The site is located at approximately 615 East Highway 10, Huntington, Utah.

DETAILED SPECIFICATION

The fence and gates shall be 6 feet high.

See attached specification for details.

SECTION 02821 - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. General: Submit the following:

1. Product data in the form of manufacturer's technical data, specifications, and installation instructions for fence and gate posts, fabric, gates and accessories.
2. Shop drawings showing location of fence, gates, each post, and details of post installation, gate swing, hardware and accessories.
3. Obtain chain link fences and gates as complete units, including necessary erection accessories, fittings and fastenings from a single source or manufacturer.

PART 2 - PRODUCTS

2.1 COMMERCIAL FENCE COMPONENTS

A. Fabric: 2-inch mesh fabricated from 9 ga.(0.148-inch) diameter wire complying with Chain Link Fence Manufacturers Institute's "Product Manual."

1. Steel wire with galvanized finish complying with ASTM A 392, Class 2.

B. Steel Pipe Posts: As follows:

1. Line or Intermediate Posts: 2.375-inch OD.
2. End, Corner, and Pull Posts: 2.875-inch OD.
3. Top Rails: 0.177 wire. Manufacturer's longest lengths, with expansion type couplings, approximately 6 inches long, for each joint. Provide means for attaching top rail securely to each corner, pull and end post.
4. Sliding Gate Posts: 4.00-inch OD Type II steel pipe weighing at least 8.65 plf.
5. Sliding Gate Frames: 1.90-inch OD Type I steel pipe.

C. Fittings and Accessories: Comply with ASTM F 626.

1. Post and Line Caps: Provide weathertight cap for each post. Provide line post caps with loop to receive tension wire or top rail.
2. Post Brace Assembly: Same material as top rail with 3/8-inch diameter rod and adjustable tightener.
3. Tension or Stretcher Bars: Galvanized steel bar, 2 inches shorter than fabric height, 3/16 inch thick by 3/4 inch wide.
4. Tension Bands: 3/4-inch wide galvanized steel bands, 0.074 inch thick.
5. Brace Bands: 3/4-inch wide galvanized steel bands, 0.105 inch thick.
6. Tension Wire: 0.177-inch diameter, metallic-coated-steel marcelled wire with finish to match fabric.

7. Tie Wires: 12 ga. (0.106-inch) diameter, galvanized steel wire with finish to match fabric wire. Tie wire shall be 9 gauge O.D. galvanized steel wire spaced 15 in. apart on rails and 12 in. apart on posts ends shall be wound in a telegraph twist two and one-half turns.
- D. Cantilever Slide Gates: Slide gate shall be manufacturer's standard rolling slide gate with heavy duty wheels. Fabricate perimeter frames of gates from metal and finish to match fence framework. Assemble gate frames by welding. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware and accessories. Space frame members maximum of 8 feet apart unless otherwise indicated.
 1. Provide same fabric as for fence unless otherwise indicated. Install fabric with tension bars and bands at vertical edges and at top and bottom edges.
 2. Install diagonal cross-bracing consisting of 3/8 inch diameter adjustable length truss rods on gates to ensure frame rigidity without sag or twist.
 3. Gate fabric and attachment hardware shall conform with the requirements of the fence specification.
 4. All exposed system components shall be galvanized.
- E. Concrete: Provide concrete consisting of Portland cement, ASTM C 150, aggregates ASTM C 33 and clean water. Mix materials to obtain concrete with a minimum 28 day compressive strength of 3000 psi. Use at least 5 bags of cement per cu. yd., 1 inch maximum size aggregate, 3-4 inch slump and 6 per cent entrained air.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install fence to comply with ASTM F 567. Apply fabric to outside of framework.
- B. Excavation: Drill post holes 12 inches in diameter and 36 inches in depth, equally spaced, but not more than 10 feet apart.
- C. Setting Posts: Set posts in holes approximately 6 inches above bottom of excavation. Align posts vertically and align tops. Pour concrete footings 2 inches above grade and trowel to a crown to shed water.
- D. Top Rails: Run rail continuously through line posts caps terminating into rail end attached to posts or posts caps fabricated to receive rail. Provide expansion couplings as recommended by fencing manufacturer.
- E. Brace Assemblies: Install brace so posts are plumb when diagonal rod is under proper tension.
- F. Bottom Tension Wire: Install tension wire within 6 inches of bottom of fabric before stretching fabric and tie to each post with not less than same gauge and type of wire. Pull wire taut, without sags. Fasten fabric to tension wire with 11 gauge hog rings of same material and finish as fabric wire, spaced maximum 24 inches o.c.

- G. Top Tension Wire: Install tension wire through post cap loops before stretching fabric and tie to each post cap with not less than same gauge and type of wire. Pull wire taut, without sags. Fasten fabric to tension wire with 11 gauge hog rings of same material and finish as fabric wire, spaced maximum 24 inches o.c.
- H. Fabric: Leave approximately 2 inches between finish grade and bottom selvage unless otherwise indicated. Pull fabric taut and to posts, rails and tension wires. Install fabric on security side of fence and anchor to framework so that fabric remains in tension after pulling force is released.
- I. Tension or Stretcher Bars: Thread through or clamp to fabric 4 inches o.c. and secure to end, corner, pull, and gate posts with tension bands spaced not over 15 inches o.c.
- K. Tie Wires: Use U-shaped wire of proper length to secure fabric firmly to posts and rails with ends twisted at least 2 full turns. Bend ends of wire to minimize hazard to persons or clothing. Maximum spacing: Tie fabric to line posts 12 inches o.c. and to rails and braces 24 inches o.c.
- L. Fasteners: Install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
- M. Gates: Install gates plumb, level and secure for full opening without interference. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

END OF SECTION 02821

DEBT AND ITS CONNECTIONS

**STATE OF UTAH
DIVISION OF PURCHASING**

BOND STATEMENT

BIDDING REQUIREMENTS

A 5% bid bond or cashier's check is required by all vendors bidding on this project. The bid bond must be attached to bid or it will be disqualified. Checks submitted will be returned certified mail after an official award has been made.

AWARD REQUIREMENTS

A 100% performance/payment bond will be required from the award vendor within 14 days after notification of award. Bonds must be in the form of a cashiers checks (no personal or business checks) or a surety bond from a licensed surety company doing business in the State of Utah.

Performance/payment bonds (or checks) will be **held as security for a period of 12 months after completion of project, per state law.** Checks submitted will be returned certified mail only after this specified time. Bidders name must be the same on both the bid forms and all bonds submitted.

Please indicate which method of bonding will be used if awarded this job:

_____ 100% CASHIERS CHECK

_____ 100% PERFORMANCE/PAYMENT BOND

Bond/Ins. Company_____

Agent Name_____

Fax #_____ Phone #_____

Upon awarding, the requesting agency will fax a verification to the bonding company listed above to start the bonding process. It is then the responsibility of the vendor or follow through with their bonding agent to assure the bond is processed. After the bonding company sends the bond to vendor for signatures, it is the responsibility of the vendor to mail or hand carry the original bond (no copies or faxes accepted) to the requesting agency, to the attention of the contract person listed on the bid. **No work can commence until the requesting agency has receipt of this performance/payment bond.** After this time the contract will be officially released to the award vendor.